

REQUEST FOR PROPOSALS

FOR

WESTMOOR PARK OUTDOOR CLASSROOM/PAVILION
119 Flagg Road
West Hartford, CT

Release Date: Wednesday, December 11, 2019
RFP Submission Due Date: Friday, January 10, 2020

BID# 200006 RFP



INFORMATION

WESTMOOR PARK OUTDOOR CLASSROOM/PAVILION

119 Flagg Road

West Hartford CT

BID# 200006 RFP

ALL QUESTIONS TO

Peter Privitera

Purchasing Agent

QUESTIONS: Contact Peter Privitera, in writing by e-mail Peter.Privitera@westhartfordct.gov
No questions will be accepted after Monday, December 23rd at 12:00 pm

Introduction/Intent

The Department of Leisure Services has identified the need for a three-season, open-air outdoor teaching space at Westmoor Park, which could be used as a classroom and shelter. Currently, Westmoor Park attracts approximately 100,000 visitors every year. Programs include a popular summer camp with over 900 summer campers; a school-based EcoVenture program that serves over 3,000 West Hartford school children with in-depth, curriculum-based programming; and other popular classes for residents of all ages. On any given day, from April through November, there could be between 100-300 West Hartford residents engaged in environmental education and outdoor activities at Westmoor Park. At this time, the park has limited space for sheltered use during inclement weather, or covered shade during summer programs.

As the Town's premier center for environmental and agricultural education, the facility is committed to maintaining the integrity of its programs and the beauty of the Park. The proposed ADA-accessible structure would blend easily with Westmoor Park's rustic aesthetic. The building would be an open-sided structure made of natural materials. It would be a timber framed structure with a footprint of 24 ft wide and 44 ft long. The structure materials would be pre-manufactured off-site and delivered to the site for quick installation. It would accommodate approximately 75 campers/students plus their counselors/teachers.

Design, construction and erection of a 24 ft x 44 ft open air timber structure that is of the highest quality of craftsmanship and architecture complimentary to the park and farm rustic nature. The structure is to be in harmony with the other buildings on site. The site work including the concrete slab will be completed by others, but the structure building contractor shall coordinate with the site contractor on the design of the foundation and concrete slab. Metal standing seam roof with min 7-12 pitch. Structure shall be 9 ft in height to the eave, 10" x 10" perimeter posts and 24" gable and eave overhangs. Electrical and lighting will be provided by others, but structure shall include mortises for two electrical outlets in the posts and 1" conduit in a column to accommodate lighting in the ceiling.

Issuing Office

This RFP is being issued by the Purchasing Department of the Town of West Hartford. The issuing officer is the Director of Financial Services/Purchasing Agent.

Inquiries

All technical inquiries regarding this RFP must be in writing and must be addressed to:

Peter Privitera
Director of Financial Services/Purchasing Agent
Town of West Hartford
50 South Main Street
West Hartford, CT 06107-2431
T: 860 561-7461
Peter.Privitera@westhartfordct.gov

No questions concerning this RFP will be accepted after Monday, December 23, 2019 at 12:00 pm EST.

Incurring Cost

The Town will not be held responsible for any costs incurred by the proposer for work performed in preparation and production of a proposal or for any work performed prior to the issuance of a contract.

Rejection/Acceptance of Proposals

The Town reserves the right to refuse for any reason deemed to be in the Town's best interest any and/or all proposals submitted under this RFP.

This RFP is not an offer to contract. Acceptance of a proposal neither commits the Town to award a contract with any vendor, even if all requirements in this RFP are met, nor limits its right to negotiate in the best interest of the Town. The Town reserves the right to contract with any vendor.

Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be furnished to all prospective proposers. Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Submission Proposals

Respondents are required to submit 5 hard copies and 1 digital copy of the following:

- Company Profile
- Three references for similar structures built in the last three years
- Photographs of similar structures including construction details
- Description of materials used (wood and roofing)
- Description of construction methods
- Renderings or Schematic Plans (optional)
- Payment installment requirements
- Estimated time to design, manufacturer and build

These proposals must be received by the Town no later than Friday, January 10, 2020 at 2:00 pm, local time. Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the proposer. Neither faxed nor emailed RFP responses will be accepted as a qualified RFP submission. One or more candidates may be invited to make a presentation to the Selection Committee at a time to be determined.

Sealed proposals may be mailed, or hand delivered to:

Peter Privitera
Director of Financial Services/Purchasing Agent
Town of West Hartford
50 South Main Street
West Hartford, CT 06107-2431
ATTN: RFP Westmoor Park Outdoor Pavilion/Classroom

Independent Project Cost Determination and Gratuities

By submission of a proposal, the proposer certifies that in connection with its procurement:

- The financial data in this offer has been arrived at independently, without consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other proposer or competitor.
- The financial data quoted in this offer will not change for a period of one hundred twenty (120) days after the receipt date, at the Town, of this offer.
- Unless otherwise required by law, the financial data which has been quoted in this offer have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to award, directly or indirectly to any other proposer or to any competitor.
- No attempt has been made or will be made by the proposer to induce any other person or vendor to submit or not to submit an offer for the purpose of restricting competition.
- No elected official or appointed official or employee of the Town shall benefit financially or materially from this contract.

Prime Vendor Responsibility

Proposers submitting proposals to this RFP may not utilize the service of sub-contractors without the prior written approval of the Town.

Termination for Default or for the Convenience of the Town

Performance under any contract resulting from this RFP may be terminated by the Town whenever:

- The vendor shall default in the performance of his/her contract and shall default within the period specified by the issuing officer in a notice specifying default; or
- The issuing officer shall determine that termination is in the best interest of the Office of Facility Services of the Town.
- Termination will be effected by delivery to the vendor of a notice to terminate, stating the date upon which the termination becomes effective.

In the event of termination of this agreement as a result of a breach by the vendor hereunder, the Town shall not be liable for any fees and may, at its sole option, award an agreement of the same services to another qualified vendor with the best proposal or call for new proposals and award the agreement thereunder. The vendor shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.

Ambiguity in the Request for Proposals (RFP)

Prior to submitting the proposal, the proposer is responsible to bring to the Town's attention any ambiguity in this RFP. Failure to do so shall result in the proposer forfeiting any claim for adjustment based on such ambiguity as should have been noted by a prudent vendor.

In the event of any ambiguity between the Town's RFP and the proposer's proposal, then whatever shall be more favorable to the Town as determined in the sole discretion of the Director of Financial Services/Purchasing Agent shall prevail and take precedence.

Evaluation of Submittals

The Town will evaluate all submittals to determine which vendors, if any, have the experience and qualifications that are most suited to this Project. The Town reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This is not a bid, therefore this contract will not be awarded solely on the lowest price submitted. The contract will be awarded based on the recommendation of the Selection Committee, which will consider a number of factors including, but not limited to: experience of the company in producing the type of structure specified, ability to meet the Town's construction timetable, quality of materials proposed and price.

Insurance Requirements

The selected proposer, upon the signing of the formal contract, will be required to deliver an insurance certificate in amounts, companies and terms acceptable to the Risk Manager of the Town. See attached insurance requirements.

Specifications

PART I GENERAL

The specifications contained herein are presented to establish a minimum level of quality and to define the construction techniques necessary to construct the structure and is not intended to restrict in any way competitive bids. It is assumed that all products bid will be in substantial compliance with the specifications provided herein.

The installation procedures employed in the execution of the project are to be in accordance with the supplier's recommendations and current codes. If any terms or conditions of these specifications contradict recommended procedures of the manufacturer, work will be performed in accordance with the manufacturer's requirements after notice is provided to the architect.

1.01 WORK INCLUDED

- A. Structural design, fabrication and installation of heavy timber beams, columns, & trusses.
- B. Perform all work required to properly complete the heavy timber work as shown on the drawings and as specified herein. Include any and all modifications to the design that are structurally required under 1.03 C. 2. of this section.
- C. Provide all labor, materials, staging, scaffolding, temporary bracing, crane, hoists, rigging, equipment, and services necessary to perform the Work of this Section. The work includes, but is not necessarily limited to the following:
 - Timber components of every description, including beams, girts, plates, braces, ties, pegs, webs.
 - Miscellaneous hardware for heavy timber construction, including but not limited to: Plate connectors and bolts.

- D. Coordination with site contractor on design and construction of concrete slab and foundations
- E. Submit and Obtain West Hartford Building Permit. Building permit fees will be waived by the town.

1.02 BUILDING CODES

- A. 2018 Connecticut State Building Code and 2015 International Building Code

1.03 SUBMITTALS

- A. Roofing materials including color samples.
- B. Submit representative samples of wood species indicated, of the grade and finish specified, for Architect's approval.
- C. Shop Drawings: Furnish complete Shop Drawings. Shop Drawings shall include the following:
 - Small scale plans and elevations showing all truss members, joints and methods of assembly. Shop Drawings shall include details for every member and connection and shall show connector plates, pegs, mortises, tenons, lengths, angles of cut, etc.
 - Shop Drawings shall include stress analysis and joint design by a practicing registered professional engineer with structural engineering credentials, licensed to practice in the state of Connecticut. The Shop Drawings shall bear the seal of the registered professional engineer.
- D. Truss design shall provide the required stability and resistance to gravity loads.
- E. No trusses shall be ordered or fabricated prior to the approval of the Shop Drawings by the Architect.

1.04 MEASUREMENTS

- A. The Contractor shall obtain and verify all measurements and conditions at the building as required for the proper installation of his work. He shall be responsible for the accuracy and fit of the various parts of his work and the proper building-in of same.

1.05 PROTECTION, STORAGE AND HANDLING

- A. Protect trusses and keep under cover in transit and at the job site. Stack to ensure proper ventilation and drainage. Store under cover in a well-ventilated area. Trusses damaged in shipment or at the job site shall be repaired or replaced at no cost to the Owner.

PART 2 PRODUCTS

2.01 TRUSSES

- A. Timber shall be sized according to engineering requirements. Minimum size shall be 4" x 6" in all directions.
- B. Timber species shall be Douglas Fir, Select Structural, S4S Or #1 & Better Douglas Fir, S4S, FOHC or Eastern White Pine, Rough Sawn or S4S. Alternate species including pressure treated lumber wrapped in solid cedar will be considered.
- C. Unless otherwise noted, all timber shall be per "Standard Grading Rules for Western Lumber" by the Northeastern Lumber Manufacturers Association. Records of grade marks and certificates indicating conformance with the Specifications shall be maintained by the Contractor.

- D. Exposed edges shall have a 1/2" wide chamfer (S4S spec).

2.02 PEGS

- A. Peg material shall be straight grained, all heartwood, knot free, and reaction free from Birch or Oak.

2.03 MISCELLANEOUS HARDWARE

- A. Furnish and install all necessary hardware and metal shapes required for assembly and erection of the trusses including any hardware to be imbedded into the concrete.
- B. All steel shapes, plates, and tubes, unless otherwise specified, shall conform to ASTM A-36, as amended to date. Steel pipe shall conform to ASTM 53, Grade B.
- C. Where welding is called for, it shall be by the electric arc process in accordance with the American Welding Society's Code for Arc and Gas Welding in Building Construction.
- D. All other steel shapes, plates, tubes, etc. shall have a black power coat finish. After erection, touch-up as required. Surfaces which are not accessible for field painting shall have one shop coat of black paint before leaving the shop.
- E. Bolts shall be zinc/galvanized with zinc/galvanized washers and nuts.
- F. Knife base plates/anchors shall be stainless steel.

2.04 FINISH

- A. All wood and trusses shall be prefinished on all surfaces and joints with one coat of wood preservative/protectant. Color to be selected by the Architect.

2.05 ROOFING

- A. Standing Seam metal roof (Color to be chosen by the Architect) over two course ice water shield at eaves. Cover balance of roof with 30lb roofing felt. Roof decking shall be #1 -2 x 8 tongue and groove southern yellow pine. Metal roofing shall be Everlast Everseam or equal. All roof, decking, structure, materials and anchoring system must be approved by the Town's property insurance carrier.

PART 3 EXECUTION

3.01 INSTALLATION – GENERAL

- A. Installation of trusses shall be in accordance with the details and notes on the Drawings, the approved Shop Drawings, code requirements, and the best trade practices.

3.02 JOINERY

- A. Joinery shall be in the best of the early English and early American traditions, designed for strength, shrinkage, checking, and twisting. Metal connections shall not be used unless required by the structural design, and, in those cases, must be concealed and held at an absolute minimum, meeting the Architect's approval. All workmanship shall be of the very highest quality.

- B. All joinery shall be accurately cut so as to make a neat, snug fit.

3.03 ERECTION

- A. Truss components and assemblies must be checked for dimensions and anchorage accuracy before erection.
- B. Temporary bracing and guy lines shall be provided to adequately protect all persons and property and to insure proper alignment.
- C. Padding or non-marking slings shall be used, and corners shall be protected with blocking.
- D. The assembled trusses shall be reasonably straight, plumb, level and square. Portions of the structure not adequately braced by design shall have temporary braces until the decking is applied.
- E. All joints shall be reasonably tight.
- F. All joints that require pegging shall have pegs driven until snug or flush. Pegs shall protrude 1" – 2" on both sides of truss except where they should be flush as directed above. Broken pegs shall be removed and replaced. Pegs with a mushroomed head shall be cut off below that portion
- G. Tools used to drive or pull joints together shall not permanently mar the finished surfaces of the trusses.

Bid Schedule

Design, Engineering and Building Permit	\$ _____ (lump sum) L.S.
Structure	\$ _____ L.S.
Delivery	\$ _____ L.S.
Installation	\$ _____ L.S.
Total	\$ _____ L.S.

Bid Alternates:

- #1 Replace metal roofing with 30-year warranty architectural laminated fiberglass asphalt shingles
Deduct \$ _____ L.S.
- #2 Install aluminum half round (6" min) gutters with round down spouts (4).
Add \$ _____ L.S.

Tentative Schedule

Dec 11, 2019	Issue RFP for Pavilion
Jan 10, 2020	Pavilion RFP Due Date
Jan 31, 2020	Select Pavilion Contractor and Notice to Proceed for Design Only
Feb 14, 2020	Issue Bid for Site Work
Mar 02, 2020	Building Permit Issued for Pavilion
Mar 06, 2020	Pavilion Contractor Given Notice to Proceed
Mar 30, 2020	Select Site Contractor and Give Notice to Proceed
Apr 27, 2020	Start Site Work
Jun 05, 2020	Complete Site Work
Jun 10, 2020	Start Pavilion Installation
July 01, 2020	Complete Pavilion

**Indemnification and Insurance Exhibit
Contractor w/Professional Services
Westmoor Park Outdoor Classroom/Pavilion
Design and Installation
BID# 200006 RFP**

For purpose of this Exhibit, the term "Contractor" shall also include their respective agents, contractors of any tier, employees, representatives; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs (including without limitation reasonable attorneys' fees, filing fees, and court costs), penalties, liabilities or judgments of any name or nature for bodily injury, death, disease, or sickness; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including Town of West Hartford and West Hartford Board of Education, and/or its agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representative, and volunteers, the Contractor, or by the public, even if caused or alleged to have been caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, and/or its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them arising from or related to the performance of the underlying agreement.
- B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, release and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers, and/or officials (appointed or elected), representatives and volunteers from any and all actions, claims, compensation, damages, fines, lawsuits, losses, costs, (including without limitation reasonable attorneys' fees, filing fees and court costs), penalties, liabilities or judgments that may arise out of the failure of the Contractor, its agents, contractors of any tier, employees, representatives, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the agreement relating to insurance requirements. The Parties agree that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the agreement.

II. INSURANCE

A. Insurance Requirements

- 1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the underlying agreement, including any and all extensions, except as defined otherwise in this exhibit.
- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective agents, boards, commissions, contractors of any tier, counsel, directors, employees, officers and/or officials (appointed or elected), representatives, and volunteers as an additional insured. The coverage shall include, but not be limited to, defense, investigation, judgment, payment, or settlement of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.

4. When the Town or the Contractor is damaged by the Contractor's failure to purchase or maintain insurance required under this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees, court costs, and all other costs of litigation properly attributable to the Contractor's failure to purchase or maintain insurance.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed as identified in the underlying agreement.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. If a vehicle is not used in the execution of the underlying agreement then the Risk Manager may waive automobile coverage.
3. **Professional Liability (claims-made):** \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed as identified in the underlying agreement.
4. **Valuable Papers and Records Coverage.** \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
5. **Umbrella Liability:** \$2,000,000 each occurrence / \$4,000,000 aggregate, following form.
6. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the underlying agreement. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all actions, claims, and lawsuits, proceedings and/or exposure arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to defend, hold harmless and indemnify the Town from any and all claims, compensation, costs, damages, fines, losses, payments, penalties of any kind, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The required insurance shall meet the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with the underlying agreement. The Contractor is responsible for any claims compensation, costs, damages, fines, losses, payments and penalties of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the underlying agreement.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: The Contractor shall cause all subcontractors of any tier, acting on its behalf, to comply with this exhibit. The Contractor shall either include its subcontractors as an insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.
6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of the underlying agreement. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the underlying agreement, for a minimum of two (2) years, except as defined otherwise in this exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be cancelled, reduced, suspended, voided except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the underlying agreement.